

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-390-E**

IN RE: Ganymede Solar, LLC,)	
)	
Petitioner,)	GANYMEDE SOLAR, LLC’S
)	REPLY
Dominion Energy South Carolina,)	TO RESPONSE TO MOTION
Incorporated,)	
Respondent.)	

INTRODUCTION

Pursuant to S.C. Code Ann., Regs Section 103-829(A) and other applicable Rules of practice and procedure of the Public Service Commission of South Carolina (hereinafter as, “Commission”), Ganymede Solar, LLC, (hereinafter as, “Ganymede”), hereby replies to Dominion Energy South Carolina, Incorporated (hereinafter as, “Utility”) Response in Opposition to Motion for Expedited Hearing. Ganymede’s Reply follows.

REPLY

Ganymede’s Motion for Expedited Hearing

Ganymede filed its Motion for Clarification of Directive Order No. 2020-43, with this Commission on January 27, 2020. Ganymede’s Motion sought clear relief from this Commission, namely, that this Commission declare its jurisdiction of this dispute prevented the Utility from taking actions which ignored this Commission’s jurisdiction. The Utility’s actions inconsistent with this Commission’s jurisdiction are clearly shown by the Utility’s correspondence of December 30, 2019, (the Utility declares that Ganymede’s Agreement is in default – Exhibit “B”), and January 8, 2020, (the Utility declares that Ganymede’s Agreement is terminated – Exhibit “C”). Exhibits “B” and “C”, were Exhibits to Ganymede’s Motion for Clarification and are clear evidence that **the Utility disregarded the Commission’s jurisdiction of this dispute**. Evidence of this Commission’s jurisdiction occurred on December 23, 2019, (by this Commission’s assignment of a Docket number) and Directive Order 2020-43, dated January 15, 2020, which indicated this Commission had taken Ganymede’s Motion to Maintain Status Quo under advisement.

Motion for Clarification

Based on the above, Ganymede sought in its Motion for Clarification for this Commission to clarify that while this dispute was under this Commission's jurisdiction and while Ganymede's Motion to Maintain Status Quo was under advisement (Directive Order 2020-43), **the Utility was not free to ignore the jurisdiction of this Commission** and purport to **first** declare the disputed Agreement in default and **second** to declare the disputed Agreement terminated. As stated, evidence of the Utility's actions in contravention of this Commission's jurisdiction are contained in Exhibits "B" and "C", discussed hereinabove.

Contrary to what the Utility claims, Ganymede's Motion for Clarification was not an "improper attempt" to have the Commission decide the merits of its underlying claims. Those claims cannot be resolved until the Parties resolve their disputes concerning discovery, and each side has the opportunity to provide testimony in support of its arguments. As discussed, the Motion to Maintain Status Quo simply sought to prevent the Utility from taking further actions (such as terminating the Interconnection Agreement) that could interfere with the Commission's ability to grant Ganymede the ultimate relief it requests in this Docket.

S.C. Code Ann., Section 58-27-980

Section 58-27-980, gives this Commission broad supervisory authority, granted by the South Carolina General Assembly and described as being, "Full Power and Authority". Specifically, S.C. Code Ann., Section 58-27-980, states that, "No contract... shall be exempt from alteration, control, regulation and establishment by the Commission, when in its judgment the public interest so requires..." and "...unless [a Contract, in this case, the Company's Interconnection Agreement] be subject to **amendment**, modification, change or annulment by the Commission..." (emphasis supplied). The Utility, while arguing any manner of irrelevant matters in its various filings, tends to ignore S.C. Code Ann., Section 58-27-980, because it is clear that Section 58-27-980, gives this Commission the right to "maintain the status quo", between two parties, during a dispute. If the Commission lacked the power to maintain status quo,

the Commission could never exercise its broad authority, because the Utility would, as is the facts in this dispute, ignore this Commission's jurisdiction and terminate the Agreement in dispute, before this Commission even had a chance to conduct a Hearing.

Utility's Casual Request, Relevant to Discovery

The Utility makes a casual reference to forcing Ganymede to respond to Discovery, despite Ganymede's pending Motion for Protective Order, which triggered the South Carolina Supreme Court's decision in, Hamm v. SC Public Service Com'n, 439 SE 2d 852 (1994).

The Supreme Court's guidance to this Commission clearly states that a party must initially show good cause by alleging a particularized harm, (Ganymede pled a particularized harm in its Motion for Protective Order). Once a party, Ganymede, has shown good cause, the party seeking discovery [the Utility] must come forward and show that the information sought is both relevant and necessary. Hamm supra at 854. Therefore, the Utility's demand for this Commission to ignore Ganymede's pending Motion for Protective Order, and the fact that a Hearing has not been held on Ganymede's Motion, is nonsensical.

For the same reasons, the procedural schedule proposed by the Utility – which would require Ganymede to respond to the Utility's challenged discovery requests by March 2, 2020 – is unworkable and certainly does not represent a "compromise" on any issue. Nor is it necessary for the Commission to address the complete procedural schedule in this matter in order to resolve the Motion for Clarification.

CONCLUSION

Based on the foregoing, this Commission should grant Ganymede's Motion for Expedited Hearing from this Commission on Ganymede's Motion for Clarification and find the obvious, namely, that this Commission has the authority to maintain the status quo between parties in a matter in which this Commission has assumed jurisdiction.

[Signature Page Follows]

Respectfully Submitted,
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February 24, 2020
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